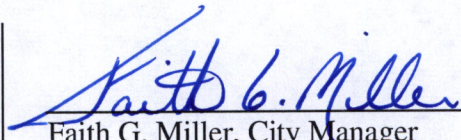


AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 12/13/2010
FROM: Faith G. Miller, City Manager **AGENDA ITEM:** 7 - A
SUBJECT: Request for consideration for renewal of Southeast Volusia Humane Society Contract.

LOCATION:	N/A
BACKGROUND:	The Department of Enforcement Services utilizes Southeast Volusia Humane Society to house, care for and the humane disposition of impounded animals. Currently, there are only two humane societies that accept stray animals in Volusia County. Southeast Volusia Humane Society is one of those facilities we utilize on an as needed basis. There are no other known facilities who can perform or provide this service.
ORIGINATING DEPARTMENT:	Enforcement Services
SOURCE OF FUNDS:	Animal Kennel Fees
COST:	\$10,000.00
REVIEWED BY:	City Attorney
STAFF RECOMMENDATION PRESENTED BY:	Dale Baker, Enforcement Services Director - Request is being made to purchase the services of housing, care and the humane disposition of impounded animals from Southeast Volusia Humane Society for an additional year from January 1, 2011 through December 31, 2011 as per attached amendment.
POTENTIAL MOTION:	"I move to renew the contract for services between Southeast Volusia Humane Society and the City of Deltona as specified for an additional year from January 1, 2011 through December 31, 2011 as per attached amendment."
AGENDA ITEM	

APPROVED BY:


Faith G. Miller, City Manager

ATTACHMENTS:

- SEVHS 2011 Contract

CONTRACT FOR SERVICE BETWEEN
SOUTHEAST VOLUSIA HUMANE SOCIETY, INC.
AND
THE CITY OF DELTONA, FLORIDA

THIS AGREEMENT made this day of "January" 1st, 2011
by and between the SOUTHEAST VOLUSIA HUMANE SOCIETY INC.
a Florida non-profit corporation, hereinafter referred to
as "Humane Society" and the CITY OF DELTONA,
a Florida municipal corporation, hereinafter referred
to as the "CITY".

WHEREAS, in order to enforce the laws of the State of Florida,
the City desires to deliver stray
animals to the Humane Society for the
humane impoundment and humane disposition of said animals;
and

WHEREAS, the Humane Society is organized for the purpose,
among others, of preventing cruelty to animals and is interested
in assuring that impounded animals are sheltered in a humane
manner and those which must be destroyed, be so destroyed in a
humane manner.

NOW, THEREFORE, for and in consideration of the mutual
covenants, conditions and provisions herein contained,
it is expressly agreed and understood as follows:

1. TERM: This Service Agreement shall take effect on the 1st
day of January, 2011 and shall remain in full
force and effect for a twelve (12) month period ending on
the 1st day of January, 2012.

2. ANIMAL SHELTER

(a) The Humane Society will maintain and operate an animal
shelter in a manner adequate for confinement, remedial
treatment and disposal of stray or abandoned dog and cats
which may be delivered to it from all areas
within the CITY, and will furnish
at its sole expense all supervision, labor, animal food, tools
supplies and other things necessary for the satisfactory
performance of the service herein agreed to be provided.
Remedial care shall be provided and will be at the sole discretion of the
shelter's staff and Board of Directors.

The animal shelter shall be operated at 1200 S. Glencoe Road
New Smyrna Beach, Florida.

Operating hours of 10:00 am to 4:00 pm on Monday, Friday,
and Saturday. 10:00 am to 6:00 pm, Tuesday and Thursday.
Closed on Wednesdays, Sundays and major holidays.
The CITY will be notified by letter, fax, phone or e-mail
if any changes in hours or days of operation are changed.

(b) The Humane Society will provide means to accept all stray, or abandoned, dogs and cats and other domesticated animals delivered to the shelter by Police or Animal Control Officers or other designated officers appointed for this purpose.

The Humane Society will accept wild animals and livestock only if it has the ability and facilities to impound and control these animals, and the decision to accept or reject these animals shall be solely within the discretion of the Humane Society. The Humane Society shall require persons who report injured or stray animals to give their names and present home and post office addresses and to identify the place where the animals involved were located or picked up.

(c) When an animal is delivered to the shelter for impoundment and when the animal bears identification tag indicating ownership of the animal, the Humane Society within one (1) working day after receipt of such animal, shall use its best efforts to notify the owner thereof and inform the owner of the procedure whereby the owner can recover the animal- provided however, that any animal suspected of rabies or has bitten or otherwise exposed any person, shall not be released to its owner for at least a ten (10) day impoundment period without the express approval of the City Health Department through its authorized representatives. (see #4).

When a stray dog or cat is delivered to the shelter and is not suspected of rabies or has bitten or otherwise exposed any person to rabies, the Humane Society shall impound the animal at the City's expense for a period not to exceed 72 hours.

If the owner has not retrieved the animal, the Humane Society shall thereafter provide for the adoption or humane disposal of the animal in accordance with its routine methods and procedures.

(d) The Humane Society agrees to cooperate with the designated Animal Control Dept. in enforcement and implementation of CITY/CITY Ordinances and to implement such rules and regulations as shall further the enforcement and implementation thereof.

(e) The Humane Society will at its discretion, humanely euthanize any animal thought to be suffering because of illness or injury, or any animal determined to have a contagious condition that could effect the health of other animals in the facility.

(f) Stray or abandoned animals will be held for a period of at least 3 open days, and all animals bearing identification will be held for a period of at least 5 open days before being evaluated for adoption, rescue, or euthanasia – unless the above (e) applies.

3. In consideration of the agreements and undertakings to be performed by the Humane Society, the CITY agrees to pay the Humane Society monthly, in arrears, the sum of \$80.00 per animal brought to the Humane Society for:

(a) any stray dog or cat or domesticated animal received from either the police or Animal Control Officers, or

(b) any stray dog or cat or domesticated animal emanating Within the CITY AND DELIVERED TO THE Humane Society by a Private citizen.

OR,

any stray dog or cat or domesticated animal received in the Humane Society's holding cages before or after operating hours that Has sufficient information left with it describing the animal As originating from the CITY.

4. The Humane Society will provide space for the confinement, observation and care of any stray animal suspected of rabies, or any stray animal which has bitten or otherwise exposed any person, and shall accept, care for and dispose of any such animal delivered to the facility and shall cause to have removed and make available to the CITY Health Department Officer for laboratory examinations, the head of any such animal which becomes ill or dies while under confinement for such reasons. Decapitation of rabies specimen animals will be the responsibility of the CITY.

5. The city agrees to hold harmless the Humane Society from any claims, suits or judgments arising from the apprehension, impoundment, adoption, or destruction (euthanasia) of any animal.

6. Impound of stray animals requiring quarantine will be charged at a rate of \$80.00 for the first 3 days plus \$17.00 per day thereafter. All charges to be paid by the CITY.

7. Confiscated animal under Florida State Statute 828; The Humane Society will agree to accept confiscated animals As strays or accept said animals as "confiscated" only when The provisions are met (i.e. petition the Court for hearing) that comply under FI Statute #828.073. Such Impoundment will be charged at a rate of \$80.00 for the first 3 days, plus \$17.00 per day thereafter. All charges are to be paid by the CITY.

The appropriate paper work must be submitted by the seizing agent to the Humane Society within (3) business days (Mon.-Fri.). Failure to comply will resort in any "confiscated" animals to "stay" status to be charged at normal stray fees (See #3).

8. Dangerous Dog provision;
As per FI Statute #767.12 & 767.13
It will be the sole responsibility of the animal control authority within each CITY to determine a dog dangerous and to submit the necessary paperwork described in each Statute. If determined necessary, the animal may be quarantined for ten (10) business days at a bonafide boarding kennel or Veterinarian's office, at the seizing agents' or owner's choice. The Humane Society will quarantine a stray animal determined dangerous by the animal control authority and impoundment will be charged at the rate of \$80.00 for the first 3 days and \$17.00 per day thereafter. All charges will be paid by the CITY.

If at the end of the quarantine period, and if the owner is not known, the CITY may request that euthanasia be preformed by the Humane Society when the animals pose a threat to public safety.

9. There will be a \$10.00 fee for any raccoon, opossum or any other specie of wild animal delivered for euthanasia. To be paid by the CITY.

10. Owners in custody/deceased/or hospitalized:
All animals whose owners are in police custody, deceased, or hospitalized may be placed in a bona fide boarding kennel or veterinary clinic at the owner's expense. The Humane Society will accept any of the above mentioned animals and impoundment will be charged at the rate of \$80.00 plus \$17.00 per day the animal is impounded. All charges to be paid by the CITY.

11. Confiscated animals due to owner eviction:
Animals seized as a result of owner eviction shall be held for the period necessary to contact the owner by certified mail. The CITY will be responsible for sending certified mail notices to the owner. upon receipt, the owner shall be afforded an additional 3 days to reclaim his/her animal(s), and if reclaimed shall be responsible for all charge. If not reclaimed by the owner, all charges shall be paid by the CITY at the rate of \$80.00 per animal.

(a) If the CITY chooses not to have the Humane Society holds the animal for the certified mail period, The animal may be submitted as a "stray", and also agrees to Indemnify the Humane Society if this option is chosen.

12. Owned animals surrendered by owners:

Animals surrendered to officers by their owners guardians or care givers which are subsequently delivered to the Humane Society shall incur a cost of \$80.00 per animal to be paid by the CITY.

13. There will be a one time fee of \$80.00 for each Pot Bellied Pig delivered to the Humane Society for impoundment to be paid by the CITY.

14. The Humane Society shall collect from the owner all cost for which the CITY is liable for each animal claimed by its owner and credit the City's account for monies so collected.

In addition, no such animals shall be returned to its owner until all cost have been collected from the owner by the Humane Society.

(a) The CITY will supply the Humane Society with the necessary paper forms to document the return of animals to their owners/caregivers.

15. The Humane Society will attempt to submit with its monthly statement, the pick up address of all stray animals charged to the City's account not Impounded by the Animal Control/Police Officer and the names and addresses of all persons claiming a stray animal.

16. Both parties will provide each other with at least 30 days advance written notice of any proposed agreement changes to this agreement.

IN WITNESS WHEREOF,
The SOUTHEAST VOLUSIA HUMANE SOCIETY and
the CITY of DELTONA,
have executed this Service Agreement in any number of counter part copies, each of which shall serve as an original, effective on the date and year set forth above.

SOUTHEAST VOLUSIA HUMANE SOCIETY, INC. WITNESSES

Deborah H. Jackson Date 10-19-2010
BOARD PRESIDENT

[Signature] Date 10-19-2010
WITNESS

Date _____

Date _____

CITY OF DELTONA

Date _____

WITNESS